

**Electronically Recorded**

Official Public Records

Tarrant County Texas

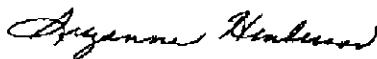
2009 Mar 11 04:16 PM

Fee: \$ 20.00

**D209066821**

Submitter: SIMPLIFILE

2 Pages



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**AMENDMENT OF OIL AND GAS LEASE****STATE OF TEXAS            }****COUNTY OF TARRANT }** 

**WHEREAS, James L. Maibach, a married man not joined by his spouse**, as Lessor, heretofore executed an Oil and Gas Lease, dated October 12, 2007 to **Dale Property Services, LLC**, Lessee hereinafter called "The Lease", recorded at Clerk Document No. D207423272 Tarrant County, Texas, whereby Lessor leased certain lands situated in Tarrant County, Texas, to wit:

**5.54 acres of land, more or less, being Lot 1AR of Watsonville Heights, an addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 4726, plat records, Tarrant County, Texas.**

**WHEREAS** the lease and all rights and privileges thereunder, are now owned and held by **XTO ENERGY INC.**, a Delaware corporation.

**AND WHEREAS**, Notwithstanding anything to the contrary, it is the desire of the Lessee and Lessor to amend Paragraph 5 (c), of "The Lease" by **DELETING THE FOLLOWING PORTION FROM PARAGRAPH 5 (c)** as follows:

**Lessor and Lessee must agree upon the shape of the Retained Tracts with the intent that each will be a compact, regular shape that will provide Lessor with the maximum acreage available for oil and gas development for land not included in a Retained Tract. Subject to the preceding sentence, Lessor's approval of the shape of Retained Tracts will not be unreasonably withheld.**

**AND**, for the same consideration recited above, I, or we, the undersigned, jointly and severally, do hereby adopt, ratify and confirm "The Lease", and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in "The Lease" and as amended hereby, and the undersigned hereby declare that "The Lease" and all of its provisions, as amended, are binding on the undersigned and is a valid and subsisting Oil and Gas Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

D209066821

**IN WITNESS WHEREOF**, this Amendment is executed by the undersigned Lessor on the respective date of acknowledgment below, but is effective as of the date of December 5, 2007, date of "The Lease".

**LESSOR:**



**James L. Maibach, a married man  
not joined by his spouse**

Address: 6501 Baldwin Acres Court  
Arlington, Texas 76001

**ACKNOWLEDGMENT**

**STATE OF TEXAS      }**

**COUNTY OF TARRANT}**

This instrument was acknowledged before me on the 10 day of March,  
2009, by James L. Maibach, a married man.



KATHI FRAWLEY  
Notary Public, State of Texas

